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RICHARD A. MARSHACK  
7

8 UNITED STATES BANKRUPTCY COURT  
9 CENTRAL DISTRICT OF CALIFORNIA – SANTA ANA DIVISION  
10

11 In re  
12 NORTHERN HOLDING, LLC,  
13 Debtor.  
14

Case No. 8:20-bk-13014-MW

Chapter 7

STIPULATION FOR TURNOVER OF  
REAL PROPERTY LOCATED AT  
2380 LIVE OAK ROAD, PASO  
ROBLES, CA

Hearing:

Date: August 30, 2021

Time: 2:00 p.m.

Ctrm: 6C

Address: 411 W. Fourth Street, Santa Ana,  
CA 92701

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18  
19 TO THE HONORABLE MARK S. WALLACE, UNITED STATES BANKRUPTCY JUDGE, THE  
20 OFFICE OF THE UNITED STATES TRUSTEE, AND ALL INTERESTED PARTIES:

21 This stipulation is entered into between Richard A. Marshack, in his capacity as Chapter 7  
22 Trustee (“Trustee”) of the Bankruptcy Estate (“Estate”) of Northern Holding, LLC (“Debtor”), and  
23 Erich Russell and Joanne Russell (“Russells”), Brice Garrett and Sarah Garrett (“Garretts”)  
24 (together, Russells and Garretts shall be referred to as “Occupants” and with the Trustee, “Parties”)  
25 of real property located at 2380 Live Oak Road, Paso Robles, CA (“Property”), with regard to the  
26 following:

27 **Recitals**

28 A. On October 28, 2020, Debtor filed a voluntary petition for bankruptcy under Chapter

1 11 of Title 11 of the United States Code.

2 B. Russells assert that they entered into a lease/rental agreement between Debtor  
3 (through its principal Lee Coddington) and Russells regarding the Property, which is dated October 27,  
4 2020 ("Live Oak Lease"). The Live Oak Lease provided for monthly rent of \$12,000 to be paid  
5 "from vineyard consulting income."

6 C. Garretts assert that the Russells entered into an oral lease/rental agreement between  
7 Debtor (through its principal Lee Coddington) for the Garretts' occupancy of a smaller farmhouse  
8 located on the Property ("Garrett Lease").

9 D. On June 15, 2021, as Dk. No. 116, the Court entered an order converting the case to  
10 Chapter 7. Richard A. Marshack is the duly-appointed and acting Chapter 7 trustee.

11 E. The Trustee requires possession and control of the Property to administer for the  
12 benefit of the Estate.

13 F. On August 2, 2021, as Dk. No. 162, the Trustee filed a motion for turnover of the  
14 Property against the Occupants ("Turnover Motion").

15 G. The Trustee has requested, and Occupants agree, to turnover of the Property to the  
16 Trustee upon the terms stated below and Occupants agree that any and all rights whatsoever created  
17 under the Live Oak Lease and Garrett Lease are terminated in their entirety except for those rights  
18 stated in this stipulation.

19 H. Occupants have requested, and the Trustee agrees (subject to approval by the Court)  
20 to waiver of any outstanding claims against the Occupants by the Estate for nonpayment of monthly  
21 rental obligations, only effective upon full performance of this Stipulation by the Occupants.

22 The Parties agree and STIPULATE as follows:

23 1. Occupants agree that all leases, including the Live Oak Lease and Garrett Lease, shall  
24 be voluntarily and mutually terminated and any and all interests of Occupants in all leases related to,  
25 or the occupancy of, the Property shall be terminated, including but not limited to any leasehold,  
26 equitable, reversionary, or possessory interest in the Property. The termination of all leases,  
27 including the Live Oak Lease and Garrett Lease, shall be effective upon mutual execution of this  
28 stipulation.



1           2.       Occupants agree that they will vacate, remove all personal property from, and turn  
2 over possession of the Property to the Trustee on or before midnight on November 15, 2021  
3 (“Turnover Deadline”).

4           3.       It is the intent of this Stipulation to extinguish any occupancy rights, if any, of  
5 Occupants at the Property. Occupants expressly waive any claims against Trustee and Estate relating  
6 in any manner to the lease of the Property, including any asserted occupancy rights by the  
7 Occupants.

8           4.       Except for Erich Russell’s right to be paid under the Agreement to purchase and sell a  
9 corporation and real estate as of 10/23/2020 with Debtor, Occupants consent and waive any  
10 opposition to the sale of the Property by the Trustee pursuant to 11 U.S.C. § 363(b), free and clear of  
11 any interest whatsoever of Occupants in the Property pursuant to 11 U.S.C. § 363(f)(2).

12          5.       Occupants waive all arguments regarding the application of any moratorium on  
13 evictions issued by federal or state authorities, including the moratorium on evictions issued by the  
14 U.S. Centers for Disease Control and Prevention on August 3, 2021.

15          6.       Occupants shall not interfere with the Trustee’s access or control of the Property.  
16 Occupants shall comply with all requests for access by the Trustee and shall not obstruct or conceal  
17 any information from the Trustee regarding the Property. Specifically, Occupants shall permit  
18 showings of the Property by the Trustee upon 24 hours’ notice.

19          7.       Occupants shall not remove, destroy, deface, or damage any property of the Estate,  
20 including but not limited to fixtures, appliances, inventory, machinery, and equipment located on the  
21 Property.

22          8.       In the event Occupants do not vacate and turn over possession of the Property by the  
23 Turnover Deadline, including denial by the Occupants of reasonable requests for access and  
24 showings, and upon Trustee’s request, the Occupants agree that the Trustee may seek relief on an *ex*  
25 *parte* basis and the clerk of court may issue a writ of assistance pursuant to FRBP 7070.

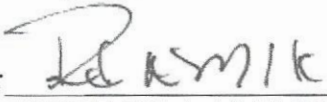
26          9.       Trustee may seek all necessary and appropriate court orders to enforce the terms and  
27 purpose of this Stipulation.  
28

1 10. If Occupants and the Garretts have not voluntarily removed all personal items from  
2 the Property prior to the Turnover Deadline, the Trustee may request procedures from the Court  
3 regarding the removal and disposal of any remaining personal items from the Property.

4 11. Upon performance of the terms set forth in this stipulation, Trustee and his agents  
5 shall be deemed to have satisfied all obligations they may have under applicable law relating to the  
6 removal or abandonment of any personal property remaining after turnover. Upon full and timely  
7 performance of the Occupants' obligations under this stipulation, Trustee agrees to waive any claim  
8 for unpaid or delinquent rent arising under the Live Oak Lease.

9 12. This stipulation may be executed in one or more counterparts and facsimile or  
10 electronic signatures may be used in filing this document with the Court.

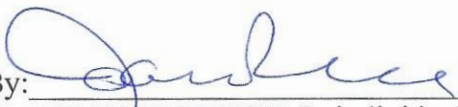
11 Dated: August 30, 2021

12 By:   
13 RICHARD A. MARSHACK  
14 Chapter 7 Trustee for NORTHERN HOLDING  
15 LLC

16 Dated: August 30, 2021

17 By:   
18 ERICH RUSSELL, individually

19 Dated: August 30, 2021

20 By:   
21 JOANNE RUSSELL, individually

22 Dated: August \_\_, 2021

23 By: [Declined to Sign]  
24 BRICE GARRETT, individually

25 Dated: August \_\_, 2021

26 By: [Declined to Sign]  
27 SARAH GARRETT, individually

28 Presented by:

MARSHACK HAYS LLP

Dated: August 30, 2021

By: /s/ Tinh Mang  
D. EDWARD HAYS  
TINHO MANG  
Attorneys for RICHARD A. MARSHACK

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
870 Roosevelt, Irvine, CA 92620

A true and correct copy of the foregoing document entitled: **STIPULATION FOR TURNOVER OF REAL PROPERTY LOCATED AT 2380 LIVE OAK ROAD, PASO ROBLES, CA** will be served or was served **(a)** on the judge in chambers in the form and manner required by LBR 5005-2(d); and **(b)** in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF)**: Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On **August 31, 2021**, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL**: On **August 31, 2021**, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

**DEBTOR**

NORTHERN HOLDING, LLC  
ATTN: OFFICER, A MANAGING OR  
GENERAL AGENT, OR TO ANY OTHER  
AGENT AUTHORIZED BY APPOINTMENT  
OR LAW TO RECEIVE SERVICE  
13217 JAMBOREE RD #429  
TUSTIN, CA 92782

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on **August 31, 2021**, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

**VIA PERSONAL DELIVERY: PRESIDING JUDGE'S COPY**

HONORABLE MARK S. WALLACE  
UNITED STATES BANKRUPTCY COURT, CENTRAL DISTRICT OF CALIFORNIA  
RONALD REAGAN FEDERAL BUILDING AND COURTHOUSE  
411 WEST FOURTH STREET, SUITE 6135 / COURTROOM 6C  
SANTA ANA, CA 92701-4593

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

August 31, 2021      Layla Buchanan  
Date                      Printed Name

/s/ Layla Buchanan  
Signature

**1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): CONTINUED:**

- **ATTORNEY FOR U.S. TRUSTEE (SA):** Nancy S Goldenberg nancy.goldenberg@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Michael J Gomez mgomez@frandzel.com, dmoore@frandzel.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** D Edward Hays ehays@marshackhays.com, ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmendoza@ecf.courtdrive.com
- **ATTORNEY FOR TRUSTEE RICHARD A MARSHACK (TR):** Tinho Mang tmang@marshackhays.com, tmang@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@ecf.courtdrive.com
- **TRUSTEE RICHARD A MARSHACK (TR):** Richard A Marshack (TR) pkraus@marshackhays.com, rmarshack@iq7technology.com; ecf.alert+Marshack@titledxi.com
- **ATTORNEY FOR INTERESTED PARTY BANK DIRECT CAPITAL FINANCE:** Elissa Miller emiller@sulmeyerlaw.com, emillersk@ecf.inforuptcy.com; ccaldwell@sulmeyerlaw.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Roksana D. Moradi-Brovia roksana@rhmfirm.com, matt@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **ATTORNEY FOR CREDITOR ADLER BELMONT GROUP, INC.:** Paul F Ready tamara@farmerandready.com
- **ATTORNEY FOR DEBTOR NORTHERN HOLDING LLC:** Matthew D. Resnik matt@rhmfirm.com, roksana@rhmfirm.com; janita@rhmfirm.com; susie@rhmfirm.com; max@rhmfirm.com; priscilla@rhmfirm.com; pardis@rhmfirm.com; russ@rhmfirm.com; rebecca@rhmfirm.com; david@rhmfirm.com; sloan@rhmfirm.com
- **UNITED STATES TRUSTEE (SA):** United States Trustee (SA) ustpreion16.sa.ecf@usdoj.gov
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Reed S Waddell rwaddell@frandzel.com, sking@frandzel.com
- **ATTORNEY FOR CREDITOR FARM CREDIT WEST, FLCA:** Gerrick Warrington gwarrington@frandzel.com, sking@frandzel.com
- **INTERESTED PARTY COURTESY NEF:** David Wood dwood@marshackhays.com, dwood@ecf.courtdrive.com; lbuchananmh@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

**2. SERVED BY UNITED STATES MAIL: CONTINUED:**

**INTERESTED PARTY**

ERICH RUSSELL  
C/O KARI L. LEY, ATTORNEY AT  
LAW  
264 CLOVIS AVENUE, SUITE 208  
CLOVIS, CA 93612

**INTERESTED PARTY**

ERICH RUSSELL  
2380 LIVE OAK ROAD  
PASO ROBLES, CA 93446-9693

**INTERESTED PARTY**

JOANNE RUSSELL  
2380 LIVE OAK ROAD  
PASO ROBLES, CA 93446-9693

**INTERESTED PARTY**

BRICE GARRETT  
2380 LIVE OAK RD.  
PASO ROBLES, CA

**INTERESTED PARTY**

SARAH GARRETT  
2380 LIVE OAK RD.  
PASO ROBLES, CA

**INTERESTED PARTY**

ALL OCCUPANTS OF  
1172 SAN MARCOS ROAD  
PASO ROBLES, CA 93466

**INTERESTED PARTY**

ALL OCCUPANTS OF  
2380 LIVE OAK RD.  
PASO ROBLES, CA CA 93446-9693